

# MEMORANDUM



**Date:** February 5, 2008

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**Agenda Item No. 8(P)3(B)**

**From:** George M. Burgess  
County Manager

A handwritten signature in dark ink, appearing to read "G. Burgess", written over the printed name of George M. Burgess.

**Subject:** Change Order No. 2 to Refurbish the NW 17 Avenue Bascule Bridge Over the Miami River, located within Commission Districts 3 and 5 - Project No. 20070495; Contract No. 20070495

## **Recommendation**

The attached Change Order No. 2 to a contract between PCL Civil Constructors, Inc. and Miami-Dade County has been prepared by the Public Works Department and is recommended for approval.

**CHANGE ORDER  
NUMBER:** 2

## **Scope**

**PROJECT NAME:** Refurbish the NW 17th Avenue Bascule Bridge Over the Miami River, located within Commission Districts 3 and 5

**PROJECT NO:** 20070495

**CONTRACT NO:** 20070495

**PROJECT DESCRIPTION:** This project consists of, but is not limited to, the following: furnishing all supervision, labor, required materials, equipment, tools and performing all operations necessary for the coordination of all work, modification and renovation of the NW 17 Avenue Bascule Bridge over the Miami River. The proposed project also consists of repairing and restoring unsound and spalled concrete members of the bridge structure, repairing deteriorated structural steel, reinforcing steel corrosion, replacing the steel roadway floor and the center locks of the bridge, removing existing paint (including lead abatement), painting structural steel, and various miscellaneous repairs as indicated in the design plans.

**PROJECT LOCATION:** NW 17th Avenue Bascule Bridge over the Miami River

**PRIMARY COMMISSION  
DISTRICT:** Various Districts

**APPROVAL PATH:** Board of County  
Commissioners

**USING DEPARTMENT:** Public Works Department

**MANAGING  
DEPARTMENT:** Public Works Department

/

## **Fiscal Impact / Funding Source**

**CHANGE ORDER FUNDING SOURCE:** Change Order No. 2 will be funded with Secondary Gas Tax (SGT) carryover currently programmed for the Mast Arm Replacement project. These reprogrammed SGT funds from the Mast Arm Replacement project, which is not yet under construction, will be replaced with future years' programming of SGT in the FY 2008-09 Proposed Capital Plan.

**PTP FUNDING:** No

**GOB FUNDING:** No

**CHANGE ORDER DESCRIPTION:** This Change Order increases the contract amount by \$2,025,569.98 (see attachment). The increase will allow the Public Works Department to compensate the Contractor for additional work to replace obsolete machinery and as further described in the attached mechanical and electrical scope document and drawings M5-M8 dated November 15, 2007; summarized as follows:

- Replace the existing six-stage mechanical (gear) operated drive system with a new system that will include but not be limited to; new hydraulic power units, hydraulic motors (with brake and floor mounted bracket) and all other necessary components such as pumps, reducers, conduits, bearings, connections, supports, fluids etc. The new system shall be furnished, installed and tested.
- Provide all necessary new mechanical components to interface with the new hydraulic machinery and the existing rack. New components entail a replacement shaft, a new pinion machined to mate with the existing rack and two pinion bearings per shaft.
- Provide a new electrical drive system and a new control system to operate the new machinery. The electrical work includes but is not limited to; new operator control system and relay logic to simplify bridge operation, new conduit and conductors for the new operating machinery, interfacing the new system to the existing electrical service, starters and disconnects for the pump motors, new span lock and bridge position limit switches, removal and disposal of existing electrical systems that will be no longer be in-use, labeling and cataloguing the existing system for ease of reference and "as-builts" drawings for future reference.
- Provide a new end lock assembly relocated below the sidewalk so that traffic lanes will not have to be shutdown in the future to service the locks.
- Provide all necessary labor and equipment necessary to remove the existing drive system and to furnish and install the new system. The removal and installation process will require a two day (per leaf) weekend bridge closure sometime between the open to traffic date of March 7, 2008, and the cessation of construction activities on May 20, 2008. The existing system components shall be delivered to the Bridge Shop located under the South approach spans of the Miami Avenue bridge.
- Provide a complete system functional checkout. All costs associated with the checkout, including bridge operators and electrical and mechanical spare parts for new components shall be provided. Price excludes repairs to existing components not a part of the mechanical and electrical scope document.
- Provide all materials, labor and equipment necessary to repair the top flanges of the six existing main girders. These repairs were

unforeseen and the need for them became apparent after removal of the existing flooring. (\$107,852.87 is to be paid for this work from the contract contingency allowance).

- Provide additional personnel and equipment, in order to expedite an "open to traffic" date of March 7th rather than the original date of May 20th, 2008. A forfeiture of the premium costs included in the amount for the repairs of the main girder top flanges in the amount of \$2,500.00 per day shall accrue to the County after this date from March 7 through March 14, 2008. Liquidated damages will be assessed after March 14th as stipulated in the original contract.

- Provide 31 each oversized rack bolts for south rack. Rack bolt replacement includes reaming of existing bolts and adjustment as required to align the existing rack with the new pinion. (\$24,046.07 is to be paid for this work from the contract contingency allowance).

- Adjustment of leaves angle of opening such that projection in full open position will improve the existing clearance from the fender system.

The following conditions or limitations apply:

- PCL Civil Constructors, Inc. (PCL) through its Specialty Engineer, Hardesty & Hanover (H&H) shall be responsible for the design of:

- - 1- A new operating drive system for the two Bridge Bascule leaves. This system shall include but not be limited to new motors, shafts, pinions, hydraulic power units, pumps, reducers, torque arms, bearing blocks, connections, supports, all necessary electrical components, control panels, etc. as outlined in the mechanical electrical scope document.

- 2- The inspection of the existing main girder racks and documentation of their suitability to remain in place and become part of the new drive system.

- 3- The designs shall be in accordance with the latest AASHTO and FDOT Codes, Specifications and guidelines.

- 4- Preparation of all required construction documents. These shall be signed and sealed by a Florida registered Professional Engineer.

- PCL shall also be responsible for:

- 1- Furnishing all labor and materials required to install all of the new systems.

- 2- The existing main girder racks that are to remain, shall be painted as per the original bid documents and the Contractor shall provide all necessary bolts, connections, etc. necessary to complete the drive system.

- 3- Termination and removal of existing machinery and electrical conduits/wiring.

- 4- Any required coordination with FPL.

- 5- Interfacing with the existing controls and functionally operating and testing the new system.

#### **MONETARY JUSTIFICATION:**

The original Scope of Work included repairing and refurbishing the NW 17th Avenue Bascule Bridge over the Miami River. This was a structural rehabilitation but it did not include the replacement of the operating drive system.

Miami-Dade County Public Works Department (PWD) estimates

that following the value engineering provided for in Change Order No. 1, the useful life of the bridge will be 40 years. The expected life of the existing mechanical and electrical operating system is approximately 5 years, which is significantly less than expected life of the added structural components in Change Order No. 1. As a result, a second value engineering proposal to replace the extremely deteriorated existing operating system is included in this Change Order No. 2, so that the expected life of the operating system is in line with the 40 year expected life of the rehabilitated bridge as determined by PWD. This Change Order No. 2 includes complementary replacement of the mechanical and electrical operating system necessary to realize the benefits of the structural improvements contained in Change Order No. 1.

This second Change Order includes furnishing and installing this new operating system as well as addressing some unforeseen and needed repairs. The cost of this work is \$2,025,569.98. PWD has studied this value engineering proposal and concludes that it is cost effective, will contribute to the safe and regular operation of the bridge and will avoid future maintenance and repair related closures.

The reason for presenting two separate Change Orders for the consideration of the BCC is that Change Order No. 1 addresses structural repairs and the subject Change Order No. 2 addresses the upgrade of the mechanical and electrical components of the operating system. Consequently, the Change Orders were negotiated separately with the Contractor and their respective language, scope of work, cost and funding source were not available at the same time.

**TIME JUSTIFICATION:**

This Change Order does not extend the contract time.

The contract's effective date of the Notice to Proceed was September 4, 2007, and the contract time is 260 calendar days. The contract expiration date is May 20, 2008.

	<u>Original Contract Values</u>	<u>Previous Adjustments To Values</u>	<u>This Change Order Values</u>	<u>Current Totals</u>	<u>Total Paid</u>	<u>Balance After Change Order</u>
<b>BASE:</b>	\$5,806,614.00	\$1,417,368.67	\$2,025,569.98	\$9,249,552.65	\$25,428.14	\$9,224,124.51
<b>CONTINGENCY:</b>	\$580,661.40	\$0.00	\$0.00	\$580,661.40	\$0.00	\$580,661.40
<b>DEDICATED:</b>	\$31,000.00	\$0.00	\$0.00	\$31,000.00	\$0.00	\$31,000.00
<b>TOTALS:</b>	\$6,418,275.40	\$1,417,368.67	\$2,025,569.98	\$9,861,214.05	\$25,428.14	\$9,835,785.91

	<u>Original Contract Duration</u>	<u>Previous Adjustments To Duration</u>	<u>This Change Order Duration</u>	<u>Current Totals</u>
<b>BASE DURATION:</b>	260	0	0	260
<b>CONTINGENCY:</b>	26	0	0	26
<b>TOTAL DURATION:</b>	286	0	0	286

## INITIATING FACTOR(S) FOR CHANGE ORDER

<u>Reason</u>	<u>Cost</u>	<u>Duration</u>
County Requested Change	\$2,025,569.98	0
Total:	\$2,025,569.98	

### Track Record / Monitor

**PERFORMANCE RECORD:** The Public Works Department (PWD) has reviewed the Office of Capital Improvements (OCI) database for contractor's performance evaluation and found one complete contract listed. Said contract is with PWD, and the overall performance rating achieved by the contractor is 3.6 points out of a possible 4 (3 is satisfactory performance and 4 is superior performance).

**PRIME CONTRACTOR:** P C L Civil Constructors, Inc.

**COMPANY PRINCIPAL:** Jerry D. Harder, P.E. Beaupre, L.S. Ventoza

**COMPANY QUALIFIERS:** Mark R. Eveld

**COMPANY EMAIL ADDRESS:** MREVELD@PCL.COM

**COMPANY STREET ADDRESS:** 3810 Northdale Blvd.

**COMPANY CITY-STATE-ZIP:** Tampa, Florida 33624

**YEARS IN BUSINESS AT TIME OF AWARD:** 20 Years

**PREVIOUS EXPERIENCE WITH COUNTY IN THE LAST FIVE YEARS AT TIME OF AWARD:** One (1) contract for \$1,499,555.00.

**SUBCONTRACTORS AND SUPPLIERS (SECTION 10-34 MIAMI DADE COUNTY CODE):** Olympus Painting, Gemstone, Royal Bridge, Florida Structure & Steel, L.B. Foster and IDS.

**CONTRACT MANAGER NAME/PHONE/EMAIL:** Michael Moore (305) 375-2930 jmc1@miamidade.gov

**PROJECT MANAGER NAME/PHONE/EMAIL:** Juan Paan 305-375-2116 JuanP@miamidade.gov

### Background

**BACKGROUND:** The NW 17th Avenue Bridge exhibits severe deterioration due to its age and surrounding corrosive environment. The bridge experienced excessive bouncing movements and vibration of the bridge leaves due to the inadequacy of the locking mechanism. This deterioration reduced the load carrying capacity of the bridge to a point where the Public Works Department (PWD) placed severe load restrictions on the bridge and finally closed it to vehicular and pedestrian traffic. The Florida Department of Transportation (FDOT) sufficiency rating for this bridge is 4; any rating under 50 (out of 100) is grounds for bridge rehabilitation.

The original contract amount under this contract was \$6,418,275.40, including contingency and dedicated allowances. The original scope of work included repairing and restoring unsound and spalled concrete members of the bridge structure, repairing deteriorated structural steel, reinforcing corroded steel sections and replacing the steel roadway floor and the center locks of the bridge. It was estimated that after completing the needed repairs the useful life of the bridge would be approximately 15 years. However, the contractor provided PWD with value engineering options such as replacing all the bascule span steel and the flanking concrete spans, instead of repairing them, in order to extend the life of the bridge by approximately 40 years as determined by PWD. These options were accepted by PWD and were included in Change Order No. 1, increasing the contract amount by \$1,417,368.67.

This Change Order No. 2 includes complementary replacement of the operating drive necessary to realize the benefits of structural improvements contained in Change Order No. 1.

BUDGET APPROVAL  
FUNDS AVAILABLE:

<sup>FOR</sup>  
<sub>3617</sub>  OSBM DIRECTOR

1/8/08  
DATE

APPROVED AS TO  
LEGAL SUFFICIENCY:

 COUNTY ATTORNEY

1/8/08 <sup>day</sup>  
DATE

CAPITAL  
IMPROVEMENTS  
CONCURRENCE:

 POCI DIRECTOR

1/9/08  
DATE

 ASSISTANT COUNTY  
MANAGER

1/9/08  
DATE

CLERK DATE

\_\_\_\_\_  
DATE



# MIAMI-DADE COUNTY, FLORIDA

## PUBLIC WORKS DEPARTMENT

### CHANGE ORDER TO ORIGINAL CONTRACT



CHANGE ORDER NO: 2

CONTRACT NO: 20070495

DATE: 11/20/2007

PROJECT TITLE: Refurbish the NW 17 Avenue Bascule Bridge Over the Miami River, located within Commission Districts 3 and 5

TO CONTRACTOR: P C L Civil Constructors, Inc. 3810 Northdale Blvd. Tampa, Florida 33624

YOU ARE HEREBY REQUESTED TO MAKE THE FOLLOWING CHANGES IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT AND TO PERFORM THE WORK ACCORDINGLY, SUBJECT TO ALL CONTRACT STIPULATIONS AND COVENANTS.

**Description of work authorized:**

This change order increases the contract amount by \$2,025,569.98 (see attachment). The increase will allow the Public Works Department to compensate the Contractor for additional work and as further described in the attached mechanical and electrical scope document and drawings M5-M8 dated November 15, 2007, and summarized as follows:

- Replace the existing six-stage mechanical (gear) operated drive system with a new system that will include but not be limited to; new hydraulic power units, hydraulic motors (with brake and floor mounted bracket) and all other necessary components such as pumps, reducers, conduits, bearings, connections, supports, fluids etc. (Continued below)

**Monetary Justification:**

The original Scope of Work included repairing and refurbishing the NW 17th Avenue Bascule Bridge over the Miami River. This was a structural rehabilitation but it did not include the replacement of the operating drive system.

Miami-Dade County Public Works Department (PWD) estimates that following the value engineering provided for In Change Order No. 1, the useful life of the br (Continued below)

**Time Justification:**

N/A

This change order includes not only all direct costs of contractor such as labor, material, job overhead, and profit markup; but also includes any costs for modifications or changes in sequence of work to be performed, delays, rescheduling, disruption, extended direct overhead or general overhead, acceleration, material or other escalation which include wages and other impact costs.

Contractor hereby waives, fully releases, discharges and acquits Miami-Dade County of any and all liability for claims, additional costs, and any requests for additional time arising out of the fulfillment of the contract and this change order from the date of the contract award to and including execution of this change order.

**SUMMARY OF CONTRACT AMOUNT / TIME**

ORIGINAL CONTRACT AMOUNT-----	\$6,418,275.40
COST OF CHANGES PREVIOUSLY ORDERED-----	\$1,417,368.87
ADJUSTED CONTRACT AMOUNT PRIOR TO THIS CHANGE-----	\$7,835,644.07
COST OF CHANGES WITH THIS DOCUMENT-----	\$2,025,569.98
ADJUSTED CONTRACT AMOUNT INCLUDING THIS CHANGE-----	\$9,861,214.05
PERCENT INCREASE WITH THIS CHANGE-----	26%
TOTAL PERCENT INCREASE TO DATE-----	54%
TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	280 / 0 / 0
CONTINGENCY TIME: ORIGINAL CONTRACT / PREVIOUS CHANGES / THIS CHANGE-----	26 / 0 / 0
ADJUSTED DURATION INCLUDING THIS CHANGE-----	286

**CERTIFYING STATEMENT:**

I hereby certify that the changes and supporting cost data included is, in my considered opinion, necessary and accurate; that the prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under benefit of competitive bidding.

Approved: ENGINEER OR CONSULTING ENGINEER

Date: 12/26/07

Recommended By: PROJECT MANAGER

Date:

TO BE FILLED OUT BY PUBLIC WORKS DEPARTMENT  
FUNDS BUDGET CODE CPE995EC/BQ99C/BRC5W4/99110

CERTIFIED BY DEPARTMENT'S FINANCE DIVISION: *Chodrig*

Date: 12/26/07

Accepted By: P C L Civil Constructors, Inc.

Contractor

12/20/07

Accepted By: Surety

Fidelity and Deposit Company of Maryland  
Travelers Casualty and Surety Company of America  
Federal Insurance Company

Sandra Martinez  
Sandra Martinez  
Attorney-in-Fact

Reviewed By: Manager, Construction Division

Countersigned by:

*Joseph Pietrangelo*  
Joseph Pietrangelo, P.E. Lic Res Agent

Approved By: Assistant Director

Approved By: Director

Approved By: Director, DBD

Approved By: Director, OSBM

Approved By: County Attorney

Approved By: County Manager

Attested By: Clerk of the Board

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Jm*

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1/8/08  
12/28/07  
12/27/07  
01/02/08  
12/27/07

**Description of work authorized: (Continued)**

- The new system shall be furnished, installed and tested.
- Provide all necessary new mechanical components to interface with the new hydraulic machinery and the existing rack. New components entail a replacement shaft, a new pinion machined to mate with the existing rack and two pinion bearings per shaft.
- Provide a new electrical drive system and a new control system to operate the new machinery. The electrical work includes but is not limited to; new operator control system and relay logic to simplify bridge operation, new conduit and conductors for the new operating machinery, interfacing the new system to the existing electrical service, starters and disconnects for the pump motors, new span lock and bridge position limit switches, removal and disposal of existing electrical systems that will be no longer be in-use, labeling and cataloging the existing system for ease of reference and "as-builts" drawings for future reference.
- Provide a new end lock assembly relocated below the sidewalk so that traffic lanes will not have to be shutdown in the future to service the locks.
- Provide all necessary labor and equipment necessary to remove the existing drive system and to furnish and install the new system. The removal and installation process will require a two day (per leaf) weekend bridge closure. The existing system components shall be delivered to the Bridge Shop located under the South approach spans of the Miami Avenue bridge.
- Provide a complete system functional checkout. All costs associated with the checkout, including bridge operators and electrical and mechanical spare parts for new components shall be provided. Price excludes repairs to existing components not a part of the mechanical and electrical scope document.
- Provide all materials, labor and equipment necessary to repair the top flanges of the six existing main girders. These repairs were unforeseen and the need for them became apparent after removal of the existing flooring. (\$107,852.87 is to be paid for this work from the contract contingency allowance).
- Provide additional personnel and equipment, in order to achieve an "open to traffic" date of March 7th. A forfeiture of the premium costs included in the amount for the repairs of the main girder top flanges in the amount of \$2,500.00 per day shall accrue to the County after this date from March 7 through March 14, 2008. Liquidated damages will be assessed after March 14th as stipulated in the original contract.
- Provide 31 each oversized rack bolts for south rack. Rack bolt replacement includes reaming of existing bolts and adjustment as required to align the existing rack with the new pinion. (\$24,046.07 is to be paid for this work from the contract contingency allowance).
- Adjustment of leaves angle of opening such that projection in full open position will improve the existing clearance from the fender system.

The following conditions or limitations apply:

- PCL Civil Constructors, Inc. (PCL) through its Specialty Engineer, Hardesty & Hanover (H&H) shall be responsible for the design of:
  - 1- A new operating drive system for the two Bridge Bascule leaves. This system shall include but not be limited to new motors, shafts, pinions, hydraulic power units, pumps, reducers, torque arms, bearing blocks, connections, supports, all necessary electrical components, control panels, etc. as outlined in the mechanical electrical scope document.
  - 2- The inspection of the existing main girder racks and documentation of their suitability to remain in place and become part of the new drive system.
  - 3- The designs shall be in accordance with the latest AASHTO and FDOT Codes, Specifications and guidelines.
  - 4- Preparation of all required construction documents. These shall be signed and sealed by a Florida registered Professional Engineer.
- PCL shall also be responsible for:
  - 1- Furnishing all labor and materials required to install all of the new systems.
  - 2- The existing main girder racks that are to remain, shall be painted as per the original bid documents and the Contractor shall provide all necessary bolts, connections, etc. necessary to complete the drive system.
  - 3- Termination and removal of existing machinery and electrical conduits/wiring.
  - 4- Any required coordination with FPL.
  - 5- Interfacing with the existing controls and functionally operating and testing the new system.

Due to the fact that the Contractor has been working on the bridge for over three (3) months and is therefore familiar with its condition at this time, the Contractor acknowledges that the costs associated with this change order include all labor, materials and equipment to complete a "turn key" type product for new installation of machinery, controls and electrical connections for the operation of the bridge in compliance with applicable codes and standards and shown in the attached set of plans. The owner expects that no additional costs whatsoever will be paid to the contractor for items of work not specifically included in this change order. Also included are any adjustments needed to the leaves angle of opening so that the vertical projection of the leaves when the bridge is in the open position will provide the maximum possible clearance from the fender system. However, given the age of this bridge, there is potential for unforeseen, unknown preexisting conditions in the following areas: connections to and/or replacement of existing gates, traffic signals, navigational lights, CCTV, ATS, all lighting and rack replacement or rack modification outside the scope of the Change Order. Unforeseen and/or latent conditions in these areas will be considered Extra Work and the contractor shall be paid for said Extra Work in accordance with Section 13 of the contract, "Extra Work and Payment Thereof," or from the contingency fund of the original contract.

**Monetary Justification: (Continued)**

ridge will be 40 years. The expected life of the existing mechanical and electrical operating system is approximately 5 years, which is significantly less than expected life of the added structural components in Change Order No. 1. As a result, a second value engineering proposal to replace the extremely deteriorated existing operating system is included in this Change Order number 2, so that the expected life of the operating system is in line with the 40 year expected life of the rehabilitated bridge as determined by PWD.

This second Change Order includes furnishing and installing this new operating system as well as addressing some unforeseen and needed repairs. The cost of this work is \$2,025,569.98. PWD has studied this Value Engineering proposal and concludes that it is cost effective, will contribute to the safe and



regular operation of the bridge and will avoid future maintenance and repair related closures.

**Time Justification Declaration:**

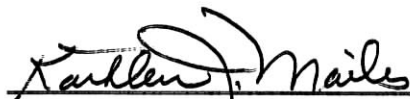
A time extension is provided for additional work performed outside the scope of the original Contract that affects the critical path schedule of the contracted work or previously approved changes. Should additional work be required which does not affect the critical path schedule, no time extension will be granted. Should one item of additional work run concurrent with another item of additional work, only time not duplicated can be provided.

## ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 20<sup>th</sup> day of December, 2007, before me, Kathleen J. Mailes, a Notary Public, within and for said County and State, personally appeared Sandra Martinez to me personally known to be the Attorney-in-Fact of and for Fidelity and Deposit Company of Maryland, Travelers Casualty and Surety Company of America, Federal Insurance Company and acknowledged that she executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

  
\_\_\_\_\_  
Notary Public in the State of Illinois  
County of Cook



**Power of Attorney  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute and appoint **Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON and Geoffrey E. HEEKIN, all of Chicago, Illinois, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of those presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Sandra MARTINEZ, Linda ISER, Kathleen J. MAILES, Karen DANIEL, Susan J. PREIKSA, Susan A. WELSH, Robert E. DUNCAN, Joellen M. MENDOZA, James A. CUTHBERTSON, Geoffrey E. HEEKIN, dated April 17, 2003.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of November, A.D. 2004.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

Eric D. Barnes

Assistant Secretary

By:

*William J. Mills*

William J. Mills

Vice President

State of Maryland } ss:  
City of Baltimore }

On this 24th day of November, A.D. 2004, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came WILLIAM J. MILLS, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

Dennis R. Hayden

Notary Public

My Commission Expires: February 1, 2009

**TRAVELERS** **POWER OF ATTORNEY**

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company

Attorney-In Fact No.

215800

Certificate No. 002007668

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Thomas J. Joslin, Karen Daniel, Kathleen J. Malles, Linda Iser, Sandra Martinez, Susan A. Welsh, Susan J. Preiksa, Geoffrey E. Heekin, Marcia K. Cesafsky, Patricia M. Doyle, and Richard A. Moore Jr.

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 11th day of October, 2007.

Farmington Casualty Company  
 Fidelity and Guaranty Insurance Company  
 Fidelity and Guaranty Insurance Underwriters, Inc.  
 Seaboard Surety Company  
 St. Paul Fire and Marine Insurance Company

St. Paul Guardian Insurance Company  
 St. Paul Mercury Insurance Company  
 Travelers Casualty and Surety Company  
 Travelers Casualty and Surety Company of America  
 United States Fidelity and Guaranty Company



State of Connecticut  
 City of Hartford ss.

By:

  
 George W. Thompson, Senior Vice President

On this the 11th day of October, 2007, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.  
 My Commission expires the 30th day of June, 2011.



  
 Marie C. Tetreault, Notary Public



**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint James A. Cuthbertson, Karen Daniel, Robert E. Duncan, Geoffrey E. Heekin, Linda Jaser, Jennifer L. Jakaitis, Kathleen J. Malles, Sandra Martinez, Susan J. Preiksa, Patricia Thurmond and Susan A. Welsh of Chicago, Illinois .....

each as their true and lawful Attorney- In- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 12<sup>th</sup>, day of September, 2008

  
Kenneth C. Wendel, Assistant Secretary

  
John P. Smith, Vice President

STATE OF NEW JERSEY

ss.

County of Somerset

On this 12<sup>th</sup>, day of September, 2008

known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with John P. Smith, and knows him to be Vice President of said Companies; and that the signature of John P. Smith, subscribed to said Power of Attorney is in the genuine handwriting of John P. Smith, and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarialis



**STEPHEN B. BRADT**  
Notary Public, State of New Jersey  
No. 2321097  
Commission Expires Oct. 25, 2009

  
Notary Public

### CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- In- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 12/20/07



  
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656  
e-mail: surety@chubb.com